

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff

v.

ARAMARK UNIFORM & CAREER
APPAREL GROUP, INC., a Delaware
corporation,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund and the Retirees Welfare Trust Fund (hereinafter "Trusts").

II.

The Washington Teamsters Welfare Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor

COMPLAINT TO COMPEL AUDIT - 1

1 Management Relations Act of 1947, as amended, to provide medical benefits to
2 eligible participants.

3 III.

4 The Retirees Welfare Trust Fund is an unincorporated association operating
5 as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of
6 1947, as amended, to provide medical benefits to eligible participants.

8 IV.

9 This Court has jurisdiction over the subject matter of this action under Section
10 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),
11 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.
12 §185(a).

14 V.

15 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
16 §1132(e)(2), because the Plaintiff's Trust Funds are administered in this District.

17 VI.

18 Defendant is a Delaware corporation.

20 VII.

21 Defendant is bound to a collective bargaining agreement with Locals 117, 231,
22 760 and 286 of the International Brotherhood of Teamsters (hereinafter "Locals"),
23 under which the Defendant was required to promptly and fully report for and pay
24 monthly contributions to the Trust at specific rates for each hour of compensation

(including vacations, holidays, overtime and sick leave) said Defendant paid to its employees who were members of the bargaining unit represented by the Locals (such bargaining unit members were any of the Defendant's part time or full time employees who performed any work task covered by the Defendant's labor contract with the Locals, whether or not those employees ever actually joined the Locals).

VIII.

Defendant accepted the Trusts' Agreement & Declaration Agreements ("Trust Agreements") which provides in part:

Washington Teamsters Welfare Trust Fund/Retirees Welfare Trust Fund

Each Employer shall promptly furnish to the Trustees on demand any and all records of his Employees, concerning the classification of such Employees, their names, Social Security numbers, amount of wages paid and hours worked and any other payroll records and information that the Trustees may require in connection with the administration of the Trust Fund. Each Employer shall also submit in writing to the Trustees at such regular periodic intervals and in such form as the Trustees may establish such of the above data as may be requested by the Trustees. The Trustees or their authorized representatives may examine the payroll books and records of each Employer whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust Fund. Upon request from the Trustees, each Employer shall deliver in person or by such class of mail as the Trustees shall determine to each of his employees, and each Union shall deliver to each of its members, who is a participant or beneficiary hereunder, any notice or document which the Trustees are required by law to distribute to such participant or beneficiaries.

1 Washington Teamsters Welfare Trust Fund Agreement and Declaration of Trust
 2 (Article IX, Section 1, p. 14); Retirees Welfare Trust Fund Agreement and Declaration
 of Trust (Article IX, Section 1, p. 20)

3 IX.

4 The Trustees of the Washington Teamsters Welfare Trust Fund and the
 5 Retirees Welfare Trust Fund deem it both necessary and advisable to the proper
 6 administration of the Trusts that their authorized representatives examine the
 7 Defendant's books and records for the inclusive period April 1, 2014 through
 8 September 30, 2021 to determine if the Defendant previously reported for and paid to
 9 the Trusts all of the amounts due for the Defendant's employment of members of the
 10 bargaining units represented by the Trusts for said period.
 11

12 X.

13 Despite notification to the Defendant of the Washington Teamsters Welfare
 14 Trust Fund's and the Retirees Welfare Trust Fund's desire to conduct an audit for the
 15 period April 1, 2014 through September 30, 2021, and demands made upon the
 16 Defendant on the Trusts' behalf for access to Defendant's records for an examination
 17 of them for that period, to date the Defendant has failed and refused to make all of its
 18 records available for the thorough examination the Trustees deem necessary and
 19 advisable to the proper administration of the Trusts.
 20

21 WHEREFORE, plaintiff, on the Trusts' behalf, prays the court as follows:

- 22 1. That the Court enter an Order Compelling Audit under which
 23 Defendant shall be directed by the Court, within a specified time, to make
 24

1 available to the authorized representatives of the Trustees of the Trusts all of
2 the following records of Defendant:

3 Washington Teamsters Welfare Trust Fund and Retirees Welfare Trust

4 Fund:

- 5
- 6 • Individual payroll records for all employees for the period
7 April 1, 2014 through September 30, 2021 to be provided
8 using an Excel spreadsheet; and
 - 9 • Employer roster listing all employees with hire or position
10 date changes for the period 2021.

11 2. Afford to the authorized representatives of the Trustees of the
12 Trusts both ample time and opportunity to examine all such materials of
13 Defendant at such time and at such place as shall be convenient to the
14 Trustees' authorized representatives.

15 3. For judgment against the Defendant for:

- 16 A. All of the Plaintiff's attorney's fees incurred in gaining auditor
17 access to Defendant's records;
- 18 B. All of the Plaintiff's costs incurred in gaining auditor access to
19 defendant's records, and
- 20 C. For such other and further relief as the Court may deem just and
21 equitable.

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25 COMPLAINT TO COMPEL AUDIT - 5
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1 DATED this 5th day of November, 2021.

2 REID, McCARTHY, BALLEW & LEAHY,
3 L.L.P.

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COMPLAINT TO COMPEL AUDIT - 6

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